

**Term Contract No. 420D**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>420D</b>	<b>Furniture, Library, Wooden</b>
<b>Effective Dates</b>	December 01, 2008 – December 31, 2012	
<b>Bid Number</b>	800175	
<b>Administrator</b>	Dorothy Shaw	
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<b>Last Updated</b>	May 31, 2012	

**General Information**

Library furniture and accessories are available thru this contract. North Carolina fixed discounts and additional discounts are outlined by each contractor in the information below. Agencies are encouraged to view the manufacturer's catalogs prior to calling contractors to receive a quote on furniture they require. This will also allow the agency to become familiar with the various models and series offered by each manufacturer.

These products will include circulation desks, tables, shelving, carrels and other related items. This contract is not intended to provide all types and grades of wooden library furniture, but only models and series most frequently purchased and requested for bid and specified in the Qualified Products List and North Carolina Specification (See Qualified Products List - QPL7195-2K and North Carolina Specification 7195-2W). All products offered under this contract are new and unused and in current production. Both documents can be viewed by accessing our home page [www.doa.state.nc.us/PandC/contracts](http://www.doa.state.nc.us/PandC/contracts) and Engineering Section.

**Design Services:** Design services required prior to the purchase order shall be provided at no additional cost to the State. Agencies are encouraged to review manufacturer's catalogs prior to requesting a design layout so that this free service will not be abused by making repeated requests from contractors.

**Customized Furniture:** Several items may require customizing (i.e. circulation desk, shelving, etc.). These products and their size requirements shall be determined by the contractor(s) during the initial site visit and prior to delivery of each item at no additional cost to the State.

**Shop Drawings:** The cost of shop drawings is not stated in this contract and shall be negotiated between the agency and the contractor upon the agency's request.

**Recycling/Sustainability:** According to NC General Statute 143-58.2, "IT IS THE POLICY OF THIS STATE TO ENCOURAGE AND PROMOTE THE PURCHASE OF PRODUCTS WITH RECYCLED AND RECYCLABLE CONTENT". Listed below are the sustainability practices of the awarded contractors.

Packaging	<ol style="list-style-type: none"> <li>1) Recycled through recycle centers.</li> <li>2) Use recyclable packaging.</li> <li>3) Cardboard has recycled content.</li> <li>4) Cardboard is recyclable.</li> </ol>
Furniture	<ol style="list-style-type: none"> <li>1) Use mulching machines to convert wood scraps into mulch.</li> <li>2) Blanket wrapping.</li> <li>3) Recycle wood to make particleboard.</li> </ol>
Scraps	<ol style="list-style-type: none"> <li>1) Wood waste into energy.</li> </ol>
Materials	<ol style="list-style-type: none"> <li>1) Use water based top coat in wood finishing process.</li> </ol>
Other	<ol style="list-style-type: none"> <li>1) Recycle office paper and cardboard.</li> <li>2) Corrugated cardboard accompanying plywood shipments are salvaged and used for wood pallet base lining.</li> <li>3) Discarded paper (printed two sides) salvaged and shredded for re-use as packing material.</li> <li>4) Discarded paper (printed one side) salvaged for re-use as scrap paper.</li> <li>5) Collect aluminum cans.</li> </ol>

## 2. Scope of Contract

The scope of this contract is limited to Wooden Library Furniture as specified herein for all state agencies, institutions, universities, public school systems, public libraries, community colleges and certain non-state agencies.

This contract is intended to cover the State's normal requirements for Wooden Library Furniture for use by all State agencies, departments, institutions, (except those exempted by statute), community colleges and certain non-state agencies including public libraries.

## 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

## 4. Abnormal Quantities

Any agency requirement that exceeds **\$150,000.00** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

## 5. Minimum Orders

This contract will be for a minimum order of **\$250.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

All orders must show a complete shipping mailing address.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda. For example, a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers.

## 7. Quality Acceptance Inspection:

Upon substantial completion of the project, as called for herein, the contractor may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn.: Quality Acceptance Inspections, 116 West Jones Street, Raleigh, NC 27603-8002. Fax #(919) 715-7058. Upon final completion of project, the final Quality Acceptance Inspection must be requested in the same manner.

Partial payment of up to 80% of the total contract price may be authorized at the time of partial Quality Acceptance, with the balance to be held in abeyance until such time as final Quality Acceptance has been accomplished.

**INVOICES WILL NOT BE PAID BY THE USING AGENCY UNDER ANY TERMS OTHER THAN THOSE LISTED ABOVE.**

## 8. Delivery

The contractor(s) will complete delivery within the time frame specified below:

Manufacturer/Contractor	Delivery
Buckstaff Company	90 Days
Community, Division of Jasper Seating Company, Inc.	90 Days
F. E. Hale Manufacturing Company	90 Days
Learning Environments, Inc. – Southern Accents	90 – 100 days
Russell Carroll MFG., Inc.(Russwood Library Furniture)	90 Days
Tesco Industries, LP	60 Days

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 9. Transportation Charges

All goods shall be delivered FOB DESTINATION when the “order value” is \$250.00 or more, when shipped to a single destination. Orders to a single destination that total less than this “order value” should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this “order value” may be cause for removal of the contractor from the contract.

**NOTE:** If the contractor makes partial shipments of an order equal to or more than this “order value” to one destination, all shipments of the order shall be sent FOB DESTINATION with **NO** additional transportation charges added.

**Note!** All shipments should be inspected for damage immediately upon receipt.

## 10. Installation

The contractor shall be responsible for receipt, inspection, assembly, and installation of items at the location listed on the purchase order. All items shall be made ready-for-use, with removal and disposal of all debris and shipping materials. The ordering agency shall be responsible for removal of any existing furniture from the area in which the contract items are to be installed. Elevators must be made available if more than one story. If no elevator is available, delivery shall be made to the ground floor, or additional fees for installation may be negotiated. The installation charges shall also apply to any required configuration of furniture during the term of this contract.

Each contractor has offered the State a fixed installation charge as outlined below:

Manufacturer/Contractor	Percentage (%) of Net Cost
Buckstaff Company	7%
Community, Division of Jasper Seating Company, Inc.	10%
F. E. Hale Manufacturing Company	10%
Learning Environments, Inc. – Southern Accents	14%
Russell Carroll MFG., Inc.(Russwood Library Furniture)	10%
Tesco Industries, LP	9%

## 11. Item Pricing Information

Vendors pricing is based on the tier structure as follows:

Tier 1 PRICING Discount	Tier 2 Discount	Tier 3 Discount	Tier 4 Discount
\$1-\$49,000	\$50,000-\$99,000	\$100,000 - \$399,000	\$400,000 +

### CIRCULATION DESKS

Buckstaff	Cambridge Canterbury Honors	9100xxxxx 8900-xxxx 9500-xxxx	Buckstaff 2007 Pricer	Tier 1 – 54% Tier 2 – 56% Tier 3 - 58% Tier 4 – 60%
Hale	Saratoga	CDxxxxxxx, CUxxxxxxx	Hale 2/07 Pricer	Tier 1 – 45% Tier 2 – 48% Tier 3 – 50% Tier 4 – 52%
Community - Jasper	Wainwright	WAxxxxxx – BT-Dxxxx	Community 2008 Pricer	Tier 1 – 50% Tier 2 – 50% Tier 3 – 50% Tier 4 – 50%
Southern Accent	Cabarrus	CD-xxx	73107 – January 1, 2008 Pricer	Tier 1 – 40% Tier 2 – 50% Tier 3 – 50% Tier 4 – 55%
Russwood	Traditional Moduflex Ultima Orbis	CDT-xxxx CDM-xxxx CDU-xxxx CDO-xxxx	RCM-3/2008 Pricer	Tier 1 – 40% Tier 2 – 45%

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	Trinity	CDR-3xxx		Tier 3 – 48% Tier 4 – 50%
Tesco	4400 Series	44xx-xxx-xxx	Tesco – 2008 Pricer	Tier 1 – 46% Tier 2 – 50% Tier 3 – 55% Tier 4 – 58%
<b><u>SHELVING</u></b>				
Buckstaff	Cambridge Canterbury Honors	9100xxxxx 8900-xxxx 9500-xxxx	Buckstaff 2007 Pricer	Tier 1 – 54% Tier 2 – 56% Tier 3 - 58% Tier 4 – 60%
Community-Jasper	Sherwood	SDxxxxxx-x	Community – 2008 Pricer	Tier 1 – 50% Tier 2 – 50% Tier 3 – 50% Tier 4 – 50%
Hale	Mohawk Saratoga	xxxxACL, xxxxSCL BKxxxx, xxxxSHA, xxxxAHA	Hale – 2/07 Pricer	Tier 1 – 45% Tier 2 – 48% Tier 3 – 50% Tier 4 – 52%
Russwood	Stately Series	xSx-xxxx, Ovx-xx xxPBx-xxxx, Ovx-xx xPDx-xxxx, Ovx-xx 1Gx-xxxx, Ovx-xx 1SER-xxxx, Ovx-xx	RCM-3/2008 Pricer	Tier 1 – 40% Tier 2 – 45% Tier 3 – 48% Tier 4 – 50%
Southern Accent	Brunswick	Sxxxxl, SxxxxA Dxxxxl, DxxxxA SxxxxPBI, SxxxxPBA SxxxxPDI, SxxxxPDA DxxxxPDI, DxxxxPDA	73107 – 1/1/2008 Pricer	Tier 1 – 40% Tier 2 – 50% Tier 3 – 50%

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				Tier 4 – 55%
Tesco	Patriot Colonial	450xxxxxxx 550xxxxxxx	Tesco 2008 Pricer	Tier 1 – 46% Tier 2 – 50% Tier 3 – 55% Tier 4 – 58%

**COMPANION ITEMS – TYPE 1 – PANEL END DESIGN (INCLUDING FURNITURE FOR THE COMPUTER)**

Buckstaff	Cantebury Honors 9500	8900-xxxx 9500xx-xxxx	Tesco 2008 Pricer	Tier 1 – 54% Tier 2 – 56% Tier 3 - 58% Tier 4 – 60%
Hale	Saratoga	4xxxFP, 6xxxFP, 8xxxFP, 9xxxFP, CTxxxx, Ltxxxx, ASxxxx, ASxxxx, MSxxxx, DSxxxx, COxxxx, Cxxxx, NSxxxx, Txxxx, BTxxxx, BRxxxx	Hale – 2/07 Pricer	Tier 1 – 45% Tier 2 – 48% Tier 3 – 50% Tier 4 – 52%
Community-Jasper	Deverzaux	DVxxxxxxxx-xx	Community – 2008 Pricer	Tier 1 – 50% Tier 2 – 50% Tier 3 – 50% Tier 4 – 50%
Russwood	Elite	ES-xxxxxx, U-4xxx-xx, CF-xxxxxx, H-xxx	RCM-3/2008 Pricer	Tier 1 – 40% Tier 2 – 45% Tier 3 – 48% Tier 4 – 50%
Southern Accent	Halifax	STPxxxx, ASP-01, DSP-01, FPSC-xxxx, LTPxxxx	73107 – 1/1/2008 Pricer	Tier 1 – 40% Tier 2 – 50% Tier 3 – 50% Tier 4 – 55%
Tesco	4000 Series PE Patriot	4xxx-xxx-xxx 458xxxxxxxx	Tesco 2008 Pricer	Tier 1 – 46% Tier 2 – 50% Tier 3 – 55% Tier 4 – 58%

**Type 2 LEG BASE DESIGN (INDLUDING FURNITURE FOR THE COMPUTER)**

Buckstaff	Cambridge	9100-xxxx	Buckstaff 2007 Pricer	Tier 1 – 54% Tier 2 – 56% Tier 3 - 58% Tier 4 – 60%

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Community-Jasper	Arlington	ALxxxxxxx-xx-xx-xx	Community – 2008 Pricer	Tier 1 – 50% Tier 2 – 50% Tier 3 – 50% Tier 4 – 50%
Hale	Saratoga	4xxxFP, 6xxxFP, 8xxxFP, 9xxxFP, CTxxxx, LTxxxx, ASxxxx, MSxxxx, DSxxxx, COxxxx, Cxxxx, NXxxxx, Txxxx, BTxxxx, BRxxxx	Hale – 2/07 Pricer	Tier 1 – 45% Tier 2 – 48% Tier 3 – 50% Tier 4 – 52%
Russwood	Providence	PS-xxxxx, PS-xxx, PS-Mxxxxxx-x, INS-xxxx, MC-xx	RCM-3/2008 Pricer	Tier 1 – 40% Tier 2 – 45% Tier 3 – 48% Tier 4 – 50%
Southern Accents	Mecklenburg	LTxxR, LTxxxx, SCxxxx, ASL-01, DSL-01, CCTxxxx-xxxx	73107 – 1/1/2008 Pricer	Tier 1 – 40% Tier 2 – 50% Tier 3 – 50% Tier 4 – 55%
Tesco	4000 Series LB Patriot	4xxx-xxx-xxx,  458xxxxxxx	Tesco 2008 Pricer	Tier 1 – 46% Tier 2 – 50% Tier 3 – 55% Tier 4 – 58%

## 12. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. **Failure to comply with these requirements may subject the contractor to removal from the contract.**

## 13. Contractors/Authorized Dealers

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

<b>Contractor Name</b>	<b>Address / Fed ID</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax</b>
Buckstaff Company	1127 S Main St	Oshkosh WI 54902	920-235-5890 920-235-2018 Fax (800)755-5890
Community/Division of Jasper Seating Co., Inc	225 Clay Street	Jasper, IN 47546	812-482-3204 (800)622-5661 812-771-4615 Fax
F. E. Hale MFG. Company	120 Benson Place	Frankport, NY 13340	315-894-5490

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			(800)873-4253 315-894-5046 Fax
Russell Carroll MFG, INC/ (Russwood Lib. Furniture)	2009 Carr PUR Dr	Raleigh NC 27603	818-779-2273 (800)792-0253 919-779-7403 Fax
Learning Environments/ Southern Accent	10161 Old Liberty Rd	Liberty NC 1127	336-622-4296 336-622-4298 Fax

**See authorized dealers listed below for placing orders. It is suggested you contact the dealer nearest the delivery location.**

<b>Location</b>	<b>Dealer</b>	<b>Telephone Numbers</b>	<b>Manufacturers/ Represented</b>
<b>NORTH CAROLINA</b>			
<b>ARDEN</b>			
	Hoyle Office Supplies 180 Glenn Bridge Rd – 28704	800-273-6815 828-681-8797 828-681-5933 Fax	<b>Hale</b>
<b>ASHEVILLE</b>	PBI, Inc. 123 Sweeten Creek Rd, Ste A – 28803	828-277-7001 828-277-7003 Fax	<b>Community (Jasper Seating)</b>
<b>BOONE</b>			
	W. J. Office City P O Box 3529 – 28607	828-264-3283 828-264-0972 Fax	<b>Hale</b>
<b>CANTON</b>	RDS 188 Main St P O box 1029	8-648-8425 828-648-6199 Fax	<b>Tesco</b>
<b>CHAPEL HILL</b>			
	Triangle Office Equipment 300BS Elliott Rd – 27514	919-929-4203 919-929-7647 Fax	<b>Hale</b>
<b>CHARLOTTE</b>			
	CBA Charlotte 6716 Louisburg Square Ln - 28210	800-935-1940 800-935-1942 Fax	<b>Buckstaff</b>
<b>COLFAX</b>			
	Alfred Williams and Company 8007 National Service Rd – 27235	336-665-0660 336-665-0360 Fax	<b>Tesco</b>
<b>DURHAM</b>	Brame Specialty Company 1010 West Main St – 27701	919-683-5530 919-683-9692 Fax	<b>Hale</b>
<b>EMERALD ISLE</b>			
	Institutional Interiors, Inc 7601 Emerald Drive – 28594	252-354-9400 252-354-5550	<b>Jasper</b>
<b>GREENSBORO</b>			
	Piedmont Office Suppliers 3206 Rehobeth Church Rd – 27406	336-856-0100 336-856-1101 Fax	<b>Hale</b>



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<b>GREENVILLE</b>			
	Institutional Interiors, Inc. 101 West 14 <sup>th</sup> St – 27834	252-758-2490 252-758-2726	<b>Jasper</b>
<b>HIGH POINT</b>			
	Institutional Interiors, Inc. 1311 Heathcliff Rd – 27262	336-882-9303 336-882-1932	<b>Jasper</b>
<b>JAMESTOWN</b>	Brannan Business Systems 725-C West Main St – 27282	336-454-4999 336-869-4270 Fax	<b>Hale</b>
<b>LIBERTY</b>			
	Campus Concepts 124 West Swannanoa – 27298	336-622-3409 336-622-6028 Fax	<b>Tesco</b>
	Learning Environments, Inc. P O Box 1127 - 27298	336-622-4296 336-622-4298 Fax	<b>Hale</b> <b>Southern Accent</b> <b>Tesco</b> <b>JSI Community</b>
	Dixie Equipment P O Box 565 – 27298	336-622-4202 336-622-6050	<b>Hale</b>
<b>MATTHEWS</b>	Step Up, Inc. Corporate interiors 4400 Friendship Drive – Unit A 28105	704-684-6275 704-684-6274	<b>JSI Community</b>
<b>RALEIGH</b>			
	Blankenship Associates P O box 30425 – 27622	866-201-1157 919-783-8871	<b>Russwood</b>
	Institutional Interiors, Inc. 1937 Betry Palce – 27603	919-274-1334	<b>Jasper</b>
	Institutional Interiors, Inc. 4748 Sharpstone Lane	919-524-9922	<b>Jasper</b>
	Institutional Interiors, Inc. 2730 Garden Knoll Lane -27614	919-809-1888	<b>Jasper</b>
	Storr Office Environments 10800 World Trade Blvd - 27617	919-313-3700 919-313-3701	<b>Tesco</b>
<b>SILER CITY</b>			
	Perfection Equipment Company P O box 483 – 27344	919-742-5077 919-742-4577	<b>Hale</b>
<b>WAKE FOREST</b>	Institutional Interiors, Inc. 2538 Palmer Court – 27587	919-413-5654	<b>Jasper</b>
<b>WEST END</b>	Carolina Furnishing + Design P O Box 348 222North Trade Street – 27376	910-673-1010 910-673-0990	<b>Russwood</b>

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<b>WINTERVILLE</b>	Institutional Interiors, Inc. 4407 frog Level Rd – 28590	252-561-8200	<b>Jasper</b>

#### **14. Warranty**

Wooden library furniture furnished under this contract shall be guaranteed against defects in materials, workmanship, and performance for a minimum of one year. The warranty shall begin on the date of acceptance of the furnished, delivered, installed and left ready for use products by the ordering facility. During the warranty period, the vendors shall repair or replace defective materials, components, or units at no cost to the State of North Carolina (this shall include round trip travel and freight to user's site). The vendor shall guarantee that the products will be standard and continuing item in the manufacturer's product line. The basic product shall be identifiable by regular catalog numbers.

#### **15. Substitutions**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

#### **16. Contract Addenda**

<b>Addendum #</b>	<b>Effective Date</b>	<b>Description</b>
<b>1</b>	<b>1/07/09</b>	<b>Community/Jasper Seating – fax number changed</b>
<b>2</b>	<b>04/30/09</b>	<b>PIB, INC, Asheville, NC added as dealer for Community/Jasper Seating</b>
<b>3</b>	<b>05/07/09</b>	<b>Brame Specialty Co. Durham, NC added as dealer for Hale</b>
<b>4</b>	<b>07/20/10</b>	<b>RDS, Canton, NC, added as dealer for Tesco</b>
<b>5</b>	<b>12/01/2010</b>	<b>Contract extended to March 31, 2011</b>
<b>6</b>	<b>03/31/2011</b>	<b>Contract extended to June 30, 2011</b>
<b>7</b>	<b>06/30/2011</b>	<b>Contract extended to September 30, 2011</b>
<b>8</b>	<b>08/25/2011</b>	<b>Add – Learning Environments as distributor for JSI Community as</b>
<b>9</b>	<b>09/29/2011</b>	<b>Contract extended to December 31, 2011</b>
<b>10</b>	<b>12/05/2011</b>	<b>Add –Step Up, Inc. Corporate Interiors as distributor for JSI community</b>
<b>11</b>	<b>12/07/2011</b>	<b>Add – Carolina Furnishing + Design as distributor for Russwood</b>
<b>12</b>	<b>12/30/2011</b>	<b>Contract extended to March 31, 2012</b>
<b>13</b>	<b>03/30/2012</b>	<b>Contract extended to May 31, 2012</b>
<b>14</b>	<b>05/31/2012</b>	<b>Contract extended to December 31, 2012</b>